

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number 51035/0041 Mine Name CMC Rock Point South Mine
Operator _____ Date _____
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
Notice of File Closure and Release of Reclamation Surety
2015-12022015

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File **CONFIDENTIAL** 2015-12022015

☒ ☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2015-12022015

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 81/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____

Mine Name: Point South

Other Agency File Number:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED
FEB 14 2011

Div. of Oil, Gas & Mining

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Staker Parson Companies the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. 50350041 which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling

ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Staker Parson Companies
Operator Name

By Scott Parson
Authorized Officer (Typed or Printed)
President/CEO
Authorized Officer - Position

Ana Parson 2/4/11
Officer's Signature Date

STATE OF Utah)
) ss:
COUNTY OF Weber)

On the 4th day of February, 2011, Scott Parson
personally appeared before me, who being by me duly sworn did say that
he/she is an President/CEO (owner, officer, director, partner, agent
or other (specify)) of the Operator Staker Parson Cos and duly
acknowledged that said instrument was signed on behalf of said Operator by
authority of its bylaws, a resolution of its board of directors or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Annette E. Edwards
Notary Public
Residing at 2350 S 1900 W Ogden UT
7/14/2014
My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

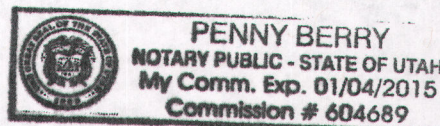
2/17/2011
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 17 day of February, 20 11, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.

Penny Berry
Notary Public
Residing at: Salt Lake

1/4/2015
My Commission Expires:



FACT SHEET

Commodity: Construction Aggregates

Mine Name: Point South

Permit Number: 50350041

County: Salt Lake

Disturbed Acres: 5

Operator Name: Staker Parson Companies

Operator address: 224 N 2200 W, Ste. 100, S.L.C., UT 84116

Operator telephone: 801-258-3900

Operator fax: 801-428-0112

Operator email: mdalley@stakerparson.com

Contact: Mike Dalley

Surety Type: Surety Bond

Held by (Bank/BLM): Fidelity Deposit Co. of Maryland

Surety Amount: \$ 25,200.00

Surety Account Number: _____

Escalation Year: 2015

Tax ID or Social Security (for cash only): N/A

Surface owner: Mac 8 LLC, VSD Trst

Mineral owner: Mac 8, LLC, KSD Trust

UTU and/or ML number: Private

*****DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or bondcoordinator@utah.gov**



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

October 14, 2015

Certified Return Receipt
7013 3020 0002 3659 6320

Tina Davis
Fidelity and Deposit Company of Maryland
1400 American Lane, Tower One, 19th Floor
Schaumburg, Illinois 60196

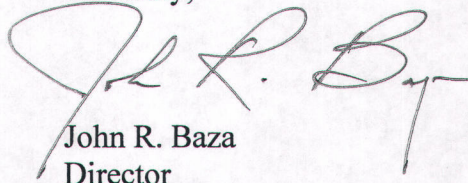
Subject: Authorization for Full Release of Reclamation Surety Number [redacted] taker and
Parsons Companies, CMC Rock Point South, S/035/0041, Salt Lake County, Utah

Dear Ms. Davis:

Fidelity and Deposit Company of Maryland is presently holding surety bond ([redacted]) for the benefit of the State of Utah, Division of Oil, Gas and Mining, as a form of reclamation surety for Staker and Parson Companies' CMC Rock Point South Mine. This letter authorizes full release of this surety. The disturbance at this site is encompassed by the disturbance for another mine which is bonded separately.

Please contact Paul Baker at 801-538-5261 or Dana Dean at 801-538-5320 if you have questions about this authorization. Thank you for your help in this matter.

Sincerely,


John R. Baza
Director

JRB:lah:pb

Enclosure: Original surety bond

cc: Scott Parsons, Staker and Parsons Companies

P:\GROUPS\MINERALS\WP\M035-SaltLake\S0350041-CMCRockPointSouth\final\BREL-6902-10132015.doc



May 24, 2006

Bond Number _____
 Surety NAIC No. 39306
 Permit Number S0350041
 Mine Name CMC ROCK POINT SOUTH

ATTACHMENT A
 To
RECLAMATION CONTRACT
BETWEEN PRINCIPAL AND DIVISION

STATE OF UTAH
 DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
 1594 West North Temple Suite 1210
 Box 145801
 Salt Lake City, Utah 84114-5801
 Telephone: (801) 538-5291
 Fax: (801) 359-3940

THE UTAH MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned STAKER & PARSON COMPANIES, as Principal,
 a CORPORATION organized under the laws of the State of UTAH and
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, a CORPORATION
 organized under the laws of the State of MARYLAND, hereby jointly and severally bind ourselves,
 our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of
 Utah, Division of Oil, Gas and Mining ("Division") and _____
 (other agency, if any) in the penal sum of TWENTY FIVE THOUSAND TWO HUNDRED AND NO/100
 dollars (\$ 25,200.00).

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms
 and conditions of the Reclamation Contract, and any addendums thereto, to reclaim lands that will be
 affected by mining operations as identified in the Notice of Intention received, or approved if
 applicable, by the Division on the _____ day of _____, 20 ____.

The lands that are covered by this Surety Bond are the Lands Affected by mining
 operations as defined and described in the above Notice, and the Mining and
 Reclamation Plan if required, subject to terms and conditions of the Reclamation
 Contract.

The condition of this obligation is that if the Division determines that Principal has
 satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plan or
 Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and

complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

Page 3
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number _____
Surety NAIC No. 39306
Permit Number S0350041
Mine Name CMC ROCK POINT SOUTH

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

STAKER & PARSON COMPANIES

Principal (Permittee)

Scott Parson President/CEO

By (Name and Title typed):

Scott Parson
Signature

2/4/11
Date

Surety Company

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety Company Name

TINA DAVIS

Surety Company Officer

ATTORNEY-IN-FACT

Title/Position

[Signature]
Signature

1400 AMERICAN LANE, TOWER ONE, 19TH FL.

Street Address

SCHAUMBURG, IL 60196

City, State, Zip

801-533-3624

Phone Number

JANUARY 19, 2011

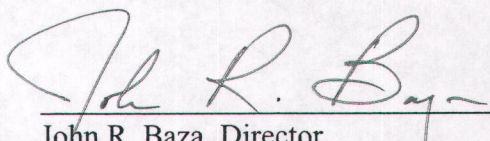
Date

Page 4
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number _____
Surety NAIC No. 39306
Permit Number S0350041
Mine Name CMC ROCK POINT SOUTH

SO AGREED this 17 day of February, 20 11.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



John R. Baza, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

On the 19TH day of JANUARY, 20 11, TINA DAVIS
personally appeared before me, who being by me duly sworn did say that he/she, the said
TINA DAVIS is the ATTORNEY-IN-FACT of
FIDELITY AND DEPOSIT COMPANY OF MARYLAND and duly acknowledged that said instrument was signed on behalf
of said company by authority of its bylaws or a resolution of its board of directors and said
TINA DAVIS duly acknowledged to me that said company executed the same, and that
he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized
to execute the same and has complied in all respects with the laws of Utah in reference to becoming
sole surety upon bonds, undertaking and obligations.

Signed: _____

Surety Officer

Title: TINA DAVIS, ATTORNEY-IN-FACT

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

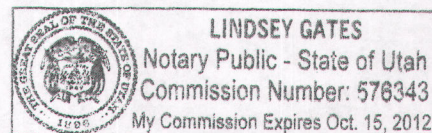
Subscribed and sworn to before me this 19TH day of JANUARY, 20 11.

Notary Public

Residing at: 4145 SOUTH 3200 WEST, WEST VALLEY CITY, UT 84119

My Commission Expires:

OCTOBER 15, 20 12.



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Tina DAVIS, Jeanna ROMERO and Lisa HALL, all of Salt Lake City, Utah, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Tina DAVIS, Jeanna ROMERO, dated February 2, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of July, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

William J. Mills

Gregory E. Murray Assistant Secretary

William J. Mills

Vice President

State of Maryland } ss:
City of Baltimore }

On this 19th day of July, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining
JOHN R. BAZA
Division Director

Minerals Inspection Report

Report Date: 10/13/2015

Reviewed

PPH

| | | |
|---|-------------------------------|-----------------------------|
| Mine Name: CMC Point South Mine | Permit Number: S/035/0041 | Mine Status: Approved |
| Operator Name: Staker & Parsons Companies | Inspection Date: 04/29/2015 | Permit Fees: Paid |
| Inspector(s): L Heppler | Inspection Time: 7:30 AM | Bond Amount: \$25,200 |
| Attendee(s): none | Weather: nice, no thermometer | Bond Escalation: 05/30/2015 |
| Inspection Purpose: Annual Inspection, then Operator requested bond release | | Prior Inspection: |

Conclusions and Recommendations

Great job on regrading. OGM to continue annual inspections and monitor the site when in the area to evaluate reclamation success. The Division recommends release of \$25,200 as the entire site has been regraded and all equipment and structures have been removed. Revegetation monies is being held for the LMO (M/035/0049).

| Elements of Inspection | | Evaluated & Commented | Enforcement |
|---|--|-------------------------------------|--------------------------|
| 1. | Permits, Revisions, Transfer, Bonds | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| This mine site is a small mine permit that was encompassed by the CW Pit LMO (M/035/0049). It was transferred to the operator in 2011. The Operator is up to date with the permit fees on the 1 LMO and the 2 SMO's. The original SMO's were 2 adjacent permits by 2 different operators (S/035/0038 and S/035/0041). Staker & Parsons has clean up the area and done a great job on regrading. | | | |
| 2. | Public Safety (shafts, adits, trash, signs, highwalls) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| There is a locked gate at the entrance of the road. The gate is adjacent to a busy state road and the gate should remain in place in perpetuity, for safety and to control traffic which will aid in revegetation. | | | |
| 3. | Protection of Drainages/Erosion Control | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| No erosion problems were noted on site at the time of inspection, but because the site is up to 33 acres and not revegetated at this time, erosion is possible. Selective area might require riprap. | | | |
| 4. | Deleterious Material | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| There was a few items left on site at the time of inspection, which included the mine sign, a few tires from the previous operator, the scales, the scale house, and the fuel tank with secondary storage. | | | |
| 5. | Roads (maintenance, surfacing, dust control, safety) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Several roads have been left to access other property, including a pipeline, two power lines, a homeowner, a irrigation canal and several radio/repeater stations. No roads used exclusively for mine have been left in place. | | | |
| 6. | Reclamation | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| At the time of the inspection the site had been regraded. Since inspection the scales, scale house and fuel tank has been removed. | | | |
| 7. | Backfilling/Grading (trenches, pits, roads, highwalls, shafts) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Site was well graded and blended into the natural topographic contours, localized steeper areas were ripraped - see attached photos | | | |
| 8. | Soils | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Soils were redistributed at the site. | | | |
| 9. | Revegetation | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Revegetation has not started, there is currently very limited weeds (dominately thistle) - see attached photos | | | |
| 10. | Other | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| This box is not needed and intentional left blank | | | |

Mine: S/035/0041

Inspected: 04/29/2015

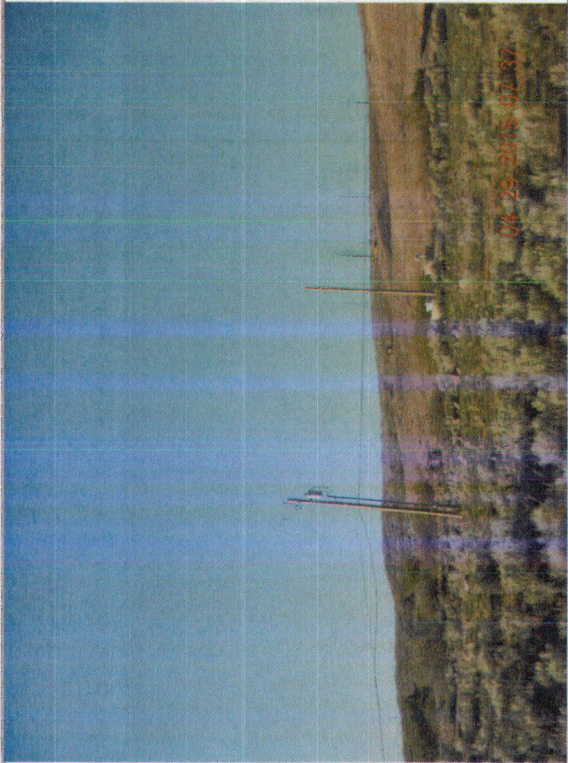



Page 2 of 5

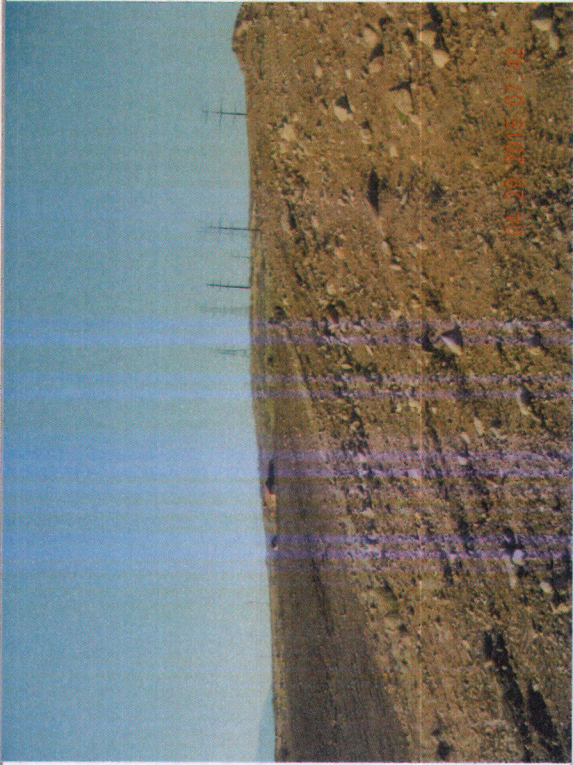

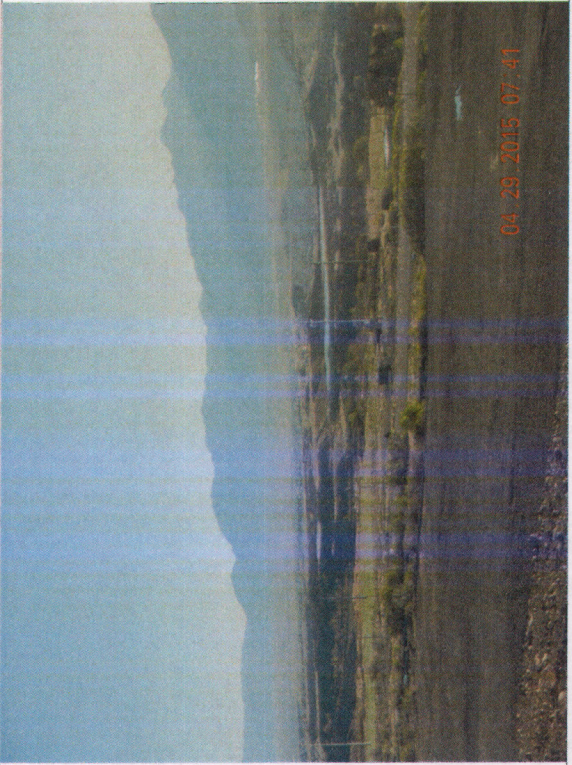

Inspector's Signature: _____

CC: Operator - Scott Parsons

File: /nrwogmfs1/OGM/GROUPS/MINERALS/WP/M035-SaltLake/S0350041-CMCRockPointSouth/inspections/TNSP-04292015ps.pdf

| | | | |
|--|---|--|---|
|  |  | <p>Scales and scale house, which has now been removed - looking north (LMO permit)</p> | <p>Scale house, which has now been removed - looking south (LMO permit)</p> |
|  |  | <p>Upper slope, note power lines and thistle from adjacent land</p> | <p>Thistle on site, should be eradicated.</p> |

| | | |
|--|--|--|
|  <p>04/29/2015 07:37</p> |  <p>04/29/2015 07:37</p> | <p>Overview of site - looking west</p> |
|  <p>04/29/2015 07:39</p> |  <p>04/29/2015 07:43</p> | <p>Road access to remain</p> |

| | |
|--|--|
|  <p>04-29-2015 07:41</p> |  <p>04-29-2015 07:41</p> |
| Upper slope - looking south | Upper slope - looking north |
|  <p>04-29-2015 07:41</p> |  <p>04-29-2015 07:41</p> |
| Lower slope - looking northeast | Lower slope - looking southeast |

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291

APPLICATION FOR TRANSFER
OF
NOTICE OF INTENTION TO COMMENCE SMALL MINING OPERATIONS

Application is hereby made to transfer the permit to commence small mining operations for the
_____ CMC Rock Point South _____ mine, permit # S/035 /0041, currently
operated by _____ CMC Rock, LLC _____ (transferor)
to _____ Staker Parson Companies _____ (transferee).

As used herein, TRANSFEROR refers to the current operator, TRANSFeree refers to the
proposed new operator, NOI refers to the Notice of Intention to Commence Large Mining
Operations; PERMIT refers to the approved (or accepted) NOI, including the reclamation
contract and reclamation surety.

Upon approval of the Application for Transfer:

1. The Transferor agrees to transfer all rights and obligations to operate under the terms of the NOI to the Transferee, The Transferor will not retain any rights to conduct mining operations within the area covered by the approved NOI.
2. Both parties understand the transfer of the ***NOI is not complete until all the applicable requirements are met***, including the submittal and Division approval of an appropriate reclamation surety and a reclamation contract.
3. The transferee has read and has a copy of the current NOI.
4. The Transferee has inspected the site and is fully aware of all existing conditions and responsible for compliance with the conditions of the permit and the obligations regardless of the nature of the conditions at the site.
5. Transferee shall conduct mining operations on lands included in the NOI in accordance with the Utah Mined Land Reclamation Act, (ACT) Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended), and the rules promulgated under the ACT (R647- et seq., and the approved NOI.
6. The Transferee shall provide a surety in a form and amount approved by the Division to assure reclamation of the lands affected by the mining operations.

The **Transferor** will remain liable for compliance at the mine site until this transfer application is approved.

80350041
Task ID# 3983
cc: Leslie

RECEIVED

FEB 14 2011

Div. of Oil, Gas & Mining

The signatory below represents that he/she has authority to execute this transfer on behalf of the Transferor, if not a natural person. Statements made in the application are true and correct to the best of my knowledge and belief.

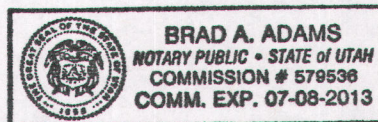
TRANSFEROR:

CMC Rock, LLC
Operator/Transferor Name
By Todd Cusick
Name of Authorized Officer (Typed or Printed)
president
Title of Authorized Officer
Todd Cusick 2-10-11
Officer's Signature Date

STATE OF UTAH)
COUNTY OF SALT LAKE) ss:

On the 10th day of FEBRUARY, 20 11, TODD CUSICK
personally appeared before me, who being by me duly sworn did say that he/she is
an PRESIDENT (owner, officer, director, partner, agent or other (specify))
of the Operator CMC Rock LLC
and duly acknowledged that said instrument was signed on behalf of said Operator
by authority of its bylaws, a resolution of its board of directors, or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Brad A. Adams
Notary Public
858 S. 500 E. PAYSON, UT 84651
Residing at
7/8/2013
My Commission Expires:



The signatory below represents that he/she has authority to execute this transfer on behalf of the Operator/Transferee, if not a natural person; and the operator/transferee is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah. Statements made in the application are true and correct to the best of my knowledge and belief.

TRANSFeree:

Staker Parson Companies

Operator/Transferor Name

By Scott Parson

Name of Authorized Officer (Typed or Printed)

President/CEO Staker Parson Companies

Title of Authorized Officer

Scott Parson
Officer's Signature

2/4/11
Date

STATE OF Utah)

) ss:

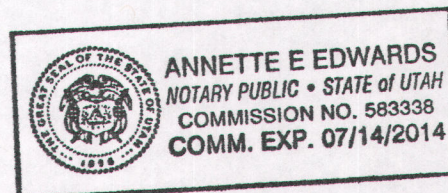
COUNTY OF Wheeler)

On the 4th day of February 20 11, Scott Parson
personally appeared before me, who being by me duly sworn did say that he/she is
an President/CEO (owner, officer, director, partner, agent or other (specify))
of the Operator Staker Parson Co S
and duly acknowledged that said instrument was signed on behalf of said Operator
by authority of its bylaws, a resolution of its board of directors, or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Annette E. Edwards
Notary Public

2350 S. 1900 W. Ogden, UT.
Residing at

7/14/2014
My Commission Expires:



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291 Fax: (801) 359-3940

NOTICE OF INTENTION TO COMMENCE SMALL MINING OPERATIONS

The informational requirements of this form are based on provisions of the Mined Land Reclamation Act, Title 40-8, Utah Code Annotated 1987, and the General Rules as promulgated under the Utah Minerals Regulatory Program. (R647-3-et seq.)

These pages will replace the corresponding pages in the original NOI.

1. GENERAL INFORMATION

1. Name of Mine: CMC Rock Point South
2. Legal name of entity (or individual) for whom the permit is being requested:
Mailing Address: 224 North 2200 West, Suite 100
City, State, Zip: Salt Lake City, UT, 84116
Phone: 801-258-3900 Fax: 801-428-0112
E-mail Address: mdalley@stakerparson.com

Type of Business:

Corporation ☒, LLC ☐, Partnership – general ☐ or limited ☐,
Sole Proprietorship (dba) ☐, or Individual ☐

Entity must be registered (and maintain registration) with the State of Utah, Division of Corporations (DOC).

Are you currently registered to do business in the State of Utah? Yes ☒ No ☐

Entity # 4910822-0142

If no, contact DOC at www.commerce.utah.gov to renew or apply.

Local Business License # : _____ (if required)

Issued by: City: _____ or County: _____

If Business is a Sole Proprietor:

Name of owner: _____ Title: _____

Business Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____

If Business is a Partnership:

Name of Partner: _____

Business Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____

If Business is a Corporation:

Name of Officers: Scott Parson Title: President
Jared Hyde Title: Treasurer
John Parson Title: Director

Corporate Address: P.O.Box 3429
City, State, Zip: Ogden, UT 84409
Phone: 801-731-1111 Fax: 801-731-8800
E-mail Address: www.stakerparson.com

If Business is a Limited Liability Company: Member Managed _____ Manager Managed _____

Name of 1st Member/Manager: _____ Title: _____
Business Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

2nd Member/Manager: _____ Title: _____
Business Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

2. Contacts:

This person may be notified for: permitting ☒ surety ☒ Notices ☒
(please check all that apply)

Name: Mike Dalley Title: Environmental Advisor
Address: 224 North 2200 West, Suite 100
City, State, Zip: Salt Lake City, UT 84116
Phone: 801-258-3900 Fax: 801-428-0112
Emergency, Weekend, or Holiday Phone: 801-455-7577
E-mail Address: mdalley@stakerparson.com

This person may be notified for: permitting _____ surety _____ Notices _____
(please check all that apply)

Name: _____ Title: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Emergency, Weekend, or Holiday Phone: _____
E-mail Address: _____

Registered Utah Agent (as identified with the Utah Dept of Commerce) (if individual leave blank):

Name: C T Corporation System Title: Registered Agent
Address: 136 East South Temple, Suite 2100
City, State, Zip: Salt Lake City, UT, 84111
Phone: 801-364-5101 Fax: _____
E-mail Address: www.ctadvantage.com

3. Certification:

This certification must be signed by: (1.) an executive officer if the applicant is a corporation; (2.) a partner if applicant is a partnership (general or limited); (3.) the owner if applicant is a sole proprietorship; (4.) the member or manager if applicant is a limited liability company; or (5) the individual if the applicant is filing as an individual:

I state under penalty of perjury under the laws of the state of Utah and the United States of America that:

- a. I will follow the approved mining and reclamation plan that was submitted by CMC Rock LLC (transferor), until such time that I provide the Division with an amended Notice of Intention and receive approval of the amended Notice; AND
- b. I commit to the reclamation of the aforementioned small mining project as required by the Utah Mined Land Reclamation Act (40-8) and the rules as specified by the Board of Oil, Gas and Mining.

Signature: Scott Parson Date: 2/4/11

Name (typed or printed): Scott Parson

Title/Position (if applicable): President/CEO Staker Parson Companies

Utah Business Search - Registered Principals

Registered Principals

| Name | Type | City | Status |
|--|----------------------------------|------------------------|----------------------------|
| CONSTRUCTION MATERIALS COMPANY, LLC | Limited Liability Company | Unknown | Active |
| | | | |
| Position | Name | Address | |
| Registered Agent | CORPORATE AGENT SERVICES, LLC | 60 E. SOUTH TEMPLE | SALT LAKE CITY UT 84111 |
| Manager | TODD D CUSICK | 71 E WADSWORTH PARK DR | DRAPER UT 84020 |
| | | | |

If you believe there may be more principals, click here to

Utah Business Search - Registered Principals

Registered Principals

| Name | Type | City | Status |
|---------------------------|------------------------|-----------------------------------|-------------------------|
| STAKER & PARSON COMPANIES | Corporation | Ogden | Active |
| | | | |
| Position | Name | Address | |
| Registered Agent | C T CORPORATION SYSTEM | 136 EAST SOUTH TEMPLE, SUITE 2100 | Salt Lake City UT 84111 |
| Treasurer | JARED HYDE | 2350 SOUTH 1900 WEST | OGDEN UT 84401 |
| Secretary | JARED HYDE | 2350 S 1900 W | OGDEN UT 84401 |
| Director | JOHN PARSON | 2350 S 1900 W | OGDEN UT 84401 |
| President | SCOTT W PARSON | 2350 SOUTH 1900 WEST | OGDEN UT 84401 |
| | | | |

If you believe there may be more principals, click here to



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

October 3, 2011

Martin White
CMC Rock LLC
71 East Wadsworth Park Drive
Draper, Utah 84020

Subject: Release from Reclamation Liability and Reclamation Contract Enclosed, CMC Rock LLC, CMC Point South Mine, S/035/0041, Salt Lake County, Utah

Dear Mr. White:

Please find enclosed with this letter the Reclamation Contract for the CMC Point South mine. The mine transfer has been completed, and CMC Rock is no longer responsible for reclamation of the mine. Thank you for your cooperation in completing the transfer.

Sincerely,

Paul B. Baker
Minerals Program Manager

PBB:lah:pb

Enclosure: MRRC

P:\GROUPS\MINERALS\WP\M035-SaltLake\S0350041-CMCRockPointSouth\final\release-4314-09292011.doc





GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

August 29, 2011

Certified Return Receipt
7004 1160 0003 0191 9240

Jace Pearson
Developers Surety and Indemnity Corporation
1896 Wasatch Boulevard
Sandy, Utah 84092

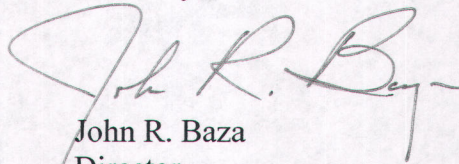
Subject: Authorization for Release of Reclamation Surety, Surety Bond [REDACTED] CMC
Rock LLC, CMC Rock Point South, S/035/0041, Salt Lake County, Utah

Dear Mr. Pearson:

Developers Surety and Indemnity Corporation is presently holding surety bond [REDACTED] or the benefit of the State of Utah, Division of Oil, Gas and Mining, as a form of reclamation surety for CMC Rock LLC's Point South mine. The permit for this mine has been transferred to another entity which furnished a replacement reclamation surety. This letter, therefore, authorizes full release of the referenced surety bond.

If you have any questions or concerns, please contact Dana Dean at 801-538-5320, or Paul Baker at 801-538-5261. Thank you for your help in this matter.

Sincerely,


John R. Baza
Director

JRB:lah:pb

Enclosure: Original surety bond # [REDACTED]

cc: CMC Rock LLC

P:\GROUPS\MINERALS\WP\M035-SaltLake\S0350041-CMCRockPointSouth\final\rel-4314-08292011.doc



INSCO INSURANCE SERVICES, INC.

BOND RIDER

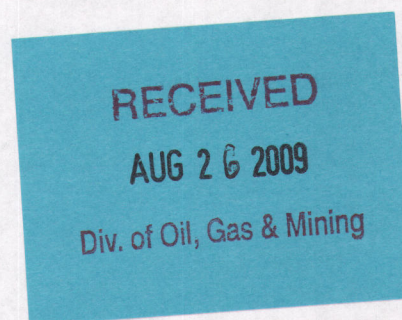
ATTACHED TO AND FORMING A PART OF:

Bond No. [REDACTED]

Principal: Construction Materials Company, LLC

Obligee: State of Utah, Division of Oil, Gas and Mining

Surety: Developers Surety and Indemnity Company



Effective April 22

The name of the Principal is amended to read:

CMC Rock, LLC

, 20⁰⁹, it is agreed that:

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed, sealed this 25th

day of June

, 20⁰⁹

Principal: CMC Rock, LLC

Surety: Developers Surety and Indemnity Company

By: Martin White
Member

Jace Pearson

Attorney-in-Fact

May 24, 2006

Bond Number _____
 Surety NAIC No. 12718
 Permit Number _____
 Mine Name _____

ATTACHMENT A
 To
RECLAMATION CONTRACT
BETWEEN PRINCIPAL AND DIVISION

STATE OF UTAH
 DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
 1594 West North Temple Suite 1210
 Box 145801
 Salt Lake City, Utah 84114-5801
 Telephone: (801) 538-5291
 Fax: (801) 359-3940

RECEIVED**MAY 21 2009**

DIV. OF OIL, GAS & MINING

THE UTAH MINED LAND RECLAMATION ACT**SURETY BOND**

The undersigned Construction Materials Company, LLC, as Principal,
 a Limited Liability Company organized under the laws of the State of Utah and
Developers Surety and Indemnity Co, as Surety, a Corporation
 organized under the laws of the State of California, hereby jointly and severally bind ourselves,
 our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of
 Utah, Division of Oil, Gas and Mining ("Division") and _____
 (other agency, if any) in the penal sum of Twenty Five Thousand Two Hundred and NO/100
 dollars (\$ 25,200.00).

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms
 and conditions of the Reclamation Contract, and any addendums thereto, to reclaim lands that will be
 affected by mining operations as identified in the Notice of Intention received, or approved if
 applicable, by the Division on the _____ day of _____, 20 ____.

The lands that are covered by this Surety Bond are the Lands Affected by mining
 operations as defined and described in the above Notice, and the Mining and
 Reclamation Plan if required, subject to terms and conditions of the Reclamation
 Contract.

The condition of this obligation is that if the Division determines that Principal has
 satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plan or
 Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and

complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

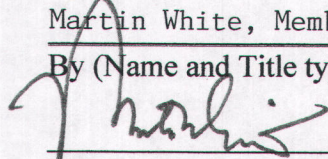
Page 3
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number _____
Surety NAIC No. 12718
Permit Number _____
Mine Name _____

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Construction Materials Company, LLC
Principal (Permittee)

Martin White, Member
By (Name and Title typed):


Signature

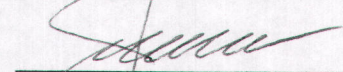
April 22, 2009
Date

Surety Company

Developers Surety and Indemnity Company
Surety Company Name

Jace Pearson
Surety Company Officer

Attorney-in-Fact
Title/Position


Signature

6360 South 3000 East
Street Address

Salt Lake City, UT 84121
City, State, Zip

801-231-4526
Phone Number

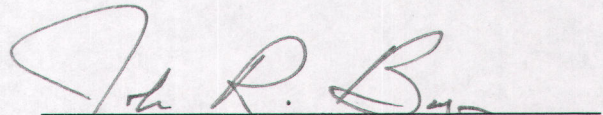
April 22, 2009
Date

Page 4
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number _____
Surety NAIC No. 12718
Permit Number _____
Mine Name _____

SO AGREED this 8th day of September, 20 09.
PPB3
August
April

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:


John R. Baza, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

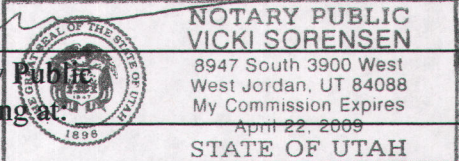
AFFIDAVIT OF QUALIFICATION

On the 22nd day of April, 20 09, Jace Pearson
personally appeared before me, who being by me duly sworn did say that he/she, the said
Jace Pearson is the Attorney-in-Fact of
Developers Surety and Indemnity and duly acknowledged that said instrument was signed on behalf
of said company by authority of its bylaws or a resolution of its board of directors and said
Jace Pearson duly acknowledged to me that said company executed the same, and that
he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized
to execute the same and has complied in all respects with the laws of Utah in reference to becoming
sole surety upon bonds, undertaking and obligations.

Signed: [Signature]
Surety Officer
Title: Attorney-in-Fact

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

Subscribed and sworn to before me this 22nd day of April, 20 09.

[Signature]
Notary Public
Residing at: [Address]

NOTARY PUBLIC
VICKI SORENSEN
8947 South 3900 West
West Jordan, UT 84088
My Commission Expires
April 22, 2009
STATE OF UTAH

My Commission Expires:

_____, 20 ____.

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

Jeffery G. Shields, Scott Shields, Guyanne L. Hansen, Kevin W. Andrews, Stephanie Garahana, Craig B. Hurst, Gayle Wood, Jace Pearson, Vicki Sorensen, Mark A. Latini, Rosanna P. Latini, Tracy A. Mervin, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: Stephen T. Pate
Stephen T. Pate, Senior Vice President

By: Charles L. Day
Charles L. Day, Assistant Secretary

State of California
County of Orange

On January 1st, 2008 before me, Christopher J. Roach, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christopher J. Roach
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 22nd day of April 2009.

By: Albert Hillebrand
Albert Hillebrand, Assistant Secretary

Penny Berry - Point South S0350041

From: Penny Berry
To: mwhite@cmcutah.com
Date: 8/24/2009 4:31 PM
Subject: Point South S0350041

Hi Martin,

The Division received your Reclamation Contract as well as your Surety Bond in the amount of \$25,200. There is one problem, on the NOI as well as the Reclamation Contract you listed the operator as CMC Rock, LLC. On the Surety Bond it states the operator as Construction Materials Company, LLC. I realize this is the same company, however the operator's name must reflect the same from the NOI to the Surety to the Reclamation Contract. Please can you make the corrections. If you have any questions please call 801-538-5291 or email. Thank you.

Penny Berry

Penny Berry - S0350041 Point South

From: Penny Berry
To: Leslie Heppler
Date: 8/24/2009 4:02 PM
Subject: S0350041 Point South

Hi Leslie,

The operator has provided a surety bond in the amount of \$25,200 and a MRRC, however, it is like the last one. The surety bond shows Construction Materials Company LLC, but the the MRRC and the NOI shows CMC Rock LLC. Have you spoken with the operator regarding this? I am going to send an email to the operator and I would like to know if you have talked with them. Let me know. Thanks.

From: Penny Berry
To: Leslie Heppler
Date: 5/28/2009 11:35 AM
Subject: S0350041 Point South

We have a surety bond in the amount of \$25,200.00. The surety was put under the name of Construction Materials Company LLC, however the MRRC and the NOI shows CMC Rock LLC. The surety must reflect what is on the NOI. Thanks.